

UNEDITED

The Automobile Accident Insurance Act

being

Chapter 371 of *The Revised Statutes of Saskatchewan, 1953*
(effective February 1, 1954).

FOR HISTORICAL REFERENCE ONLY

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER 371

An Act requiring Insurance against Certain Losses resulting from Certain Motor Vehicle Accidents

SHORT TITLE

Short title

1 This Act may be cited as *The Automobile Accident Insurance Act*.

R.S.S. 1953, c.371, s.1.

INTERPRETATION

Interpretation

2 In this Act:

“accident insurance”

1 “**accident insurance**” means the obligation of the insurer under this Act to pay benefits if loss from bodily injuries is sustained by an insured as the result of one of the perils mentioned in section 19;

“benefits”

2 “**benefits**” means any payment for loss from bodily injuries which the insurer is required or authorized to make under the provisions of Part II;

“certificate”

3 “**certificate**” means a certificate of insurance issued in accordance with the provisions of this Act;

“child”

4 “**child**” includes son, daughter, step-son, step-daughter, adopted child, a person to whom an insured stands in *loco parentis*, and a person for whose support an insured was, at the time of his death, liable pursuant to the provisions of any *Child Welfare Act*;

“comprehensive insurance”

5 “**comprehensive insurance**” means the obligation of the insurer under this Act to pay insurance money to an insured in the event of loss of or damage to a vehicle resulting from one of the perils mentioned in section 33;

“dealer”

6 “**dealer**” means a dealer as defined from time to time in *The Vehicles Act*;

“dependent child”

7 “**dependent child**” means a child under the age of eighteen years who is dependent upon an insured, or a person of the age of eighteen years or more who by reason of physical or mental infirmity is unable to maintain himself without the assistance of an insured;

“dependent husband”

8 “**dependent husband**” means a husband who by reason of physical or mental infirmity is unable to maintain himself without the assistance of an insured;

“dependent parent”

9 **“dependent parent”** means a parent of an insured who by reason of physical or mental infirmity is unable to maintain himself or herself without the assistance of such insured. The mother of an insured shall be deemed dependent if she is a widow, or the wife of a man who is the inmate of a jail or penitentiary and has been committed thereto for a period of not less than six months, or of an institution for incurables or for the feeble-minded or insane, or of a man who is permanently incapacitated by incurable disease or insanity from contributing adequately to her support or that of her family, and if she is unable to maintain herself without the assistance of such insured;

“garage”

10 **“garage”** means any building or part of a building within or in connection with which service is rendered upon a motor vehicle in the ordinary course of business;

“housewife”

11 **“housewife”** means a married woman not engaged in a definite regular occupation for wages or for profit and not reporting regularly to a place of employment apart from her residence;

“insurance”

12 **“insurance”** means insurance provided under this Act;

“insurance money”

13 **“insurance money”** means any payment which the insurer is authorized or required to make under the provisions of Part III or Part IV;

“insured”

14 **“insured”** includes:

(a) a person to or in respect of whom or to whose dependants benefits are payable if bodily injuries are sustained by such person as a result of one of the perils mentioned in section 19 whether such person is named in a certificate or not; and

(b) a person to whom insurance money is payable if loss of or damage to a vehicle results from one of the perils mentioned in section 33; and

(c) a person to whom or on whose behalf insurance money is payable if bodily injury to or the death of others, or loss of or damage to the property of others, for which such person is legally liable results from one of the perils mentioned in section 37, whether such person is named in an owner’s certificate or not;

“insurer”

15 **“insurer”** means The Saskatchewan Government Insurance Office;

“licence year”

16 **“licence year”** means the twelve months period commencing on the first day of April in any year and ending at midnight on the thirty-first day of March in the next succeeding year;

“medical consultant”

17 **“medical consultant”** means a duly qualified medical practitioner appointed by the insurer to perform the duties prescribed by this Act and such other duties as the insurer may prescribe;

“motor vehicle”

18 **“motor vehicle”** includes motor cars, locomobiles, power units, motor cycles, pedal bicycles with motor attachment, snowmobiles, snowplanes, tractors, units formed by attaching power units to semi-trailers and all other self-propelled vehicles, excepting trolley buses, cars of electric and steam railways and other motor vehicles running only upon rails or tracks or solely upon railway company property, fire engines, fire department apparatus, road rollers, street sprinklers, farm machinery, snowploughs and machinery used for the removal of snow, road building and road maintenance machinery, machinery used for construction of drainage works or water conservation projects and machinery used for excavation purposes, and excepting tractors when used by farmers in connection with their farming operation;

“operator’s certificate”

19 **“operator’s certificate”** means a certificate of insurance issued to a person holding a licence or other permit to drive a motor vehicle under the provisions of *The Vehicles Act*;

“owner’s certificate”

20 **“owner’s certificate”** means a certificate of insurance issued to a person in respect of the ownership of a vehicle for which a certificate of registration or a dealer’s certificate has been issued under the provisions of *The Vehicles Act*;

“parent”

21 **“parent”** includes father, mother, step-father, step-mother, a person who has adopted an insured, and a person who stands in *loco parentis* to an insured;

“power unit”

22 **“power unit”** means a motor vehicle used solely for the purpose of drawing a semi-trailer;

“primary dependant”

23 **“primary dependant”** means:

- (a) the wife of an insured unless, at the time of the death of the insured, she was living apart from him under circumstance disentitling her to alimony;
- (b) the dependent husband of an insured unless, at the time of the death of the insured, he was living in adultery apart from her;
- (c) the dependent child or children of an insured, if the wife or dependent husband predeceases the insured or is otherwise prevented from qualifying as a primary dependant by reason of clause (a) or (b);
- (d) the dependent parent or dependent parents of an insured if the insured is not survived by any of the persons qualifying as primary dependants under clause (a), (b) or (c);

“property damage insurance”

24 **“property damage insurance”** means the obligation of the insurer under this Act to pay insurance money in the event of loss of or damage to property as the result of one of the perils mentioned in section 37;

“public highway”

25 **“public highway”** means a road allowance or a road, street or lane, and includes any bridge, culvert, drain or other public improvement erected upon or in connection with a public highway, and any parkway, driveway, square or place designed and intended for or used by the general public for the passage of vehicles;

“public liability insurance”

26 **“public liability insurance”** means the obligation of the insurer under this Act to pay insurance money in the event of the death of or bodily injury to any person as the result of one of the perils mentioned in section 87;

“public service vehicle”

27 **“public service vehicle”** means a motor vehicle, trailer or semi-trailer classified by and registered as a public service vehicle with The Highway Traffic Board;

“secondary dependant”

28 **“secondary dependant”** includes any dependent child or parent of an insured who is not a primary dependant;

“semi-trailer”

29 **“semi-trailer”** means a vehicle which is at any time drawn upon a public highway by a motor vehicle and is designed for the conveyance of goods or person; or as living quarters for persons and is so designed that its weight and the weight of its load is carried partly upon its own axle or axles and partly upon another vehicle;

“trailer”

30 **“trailer”** means any vehicle, other than a semi-trailer, which is at any time drawn upon a public highway by a motor vehicle and is designed for the conveyance of goods or as living quarters for persons, but does not include:

- (a) a motor vehicle towed for sale, storage or repair purposes; or
- (b) a vehicle owned or used by the Department of Highways and Transportation or any contractor engaged in building or maintaining roads and which is used as living quarters for employees of the said department or of any such contractor;

and a trailer shall be deemed to be a separate vehicle and not part of the motor vehicle by which it is drawn.

1952, c.23, s.2; R.S.S. 1953, c.371, s.2.

 PART I

Application for Insurance and Certificates
Issue of licences, certificates, etc., under *Vehicles Act* conditional

3(1) Notwithstanding anything contained in *The Vehicles Act*, no certificate of registration, licence or permit for any vehicle and no licence or other driving permit required or authorized for the operation or use of any vehicle under that Act shall be issued or renewed unless the applicant therefor furnishes evidence that his application for a certificate of insurance under this Act has been approved in respect of the particular certificate, licence or permit sought to be issued.

(2) Subsection (1) does not apply to vehicles owned or operated by the Government of Canada or the government of any other province or state but applies to motor vehicles owned and operated by the Government of Saskatchewan and the drivers of such vehicles.

(3) Notwithstanding the provisions of subsection (2), the insurer may negotiate and conclude an agreement with any government, therein excluded, to bring any and all motor vehicles belonging to or operated by such government on the public highways of Saskatchewan within the operation of this Act.

1952, c.23, s.3; R.S.S. 1953, c.371, s.3.

Application for insurance

4(1) With each application for a certificate of registration, licence or permit for a vehicle, or for a licence or other permit to drive under *The Vehicles Act*, or for a renewal thereof, the applicant shall file with a person designated by the regulations an application to the insurer for a certificate of insurance in accordance with the provisions of this Act accompanied by the basic premium and any additional premium which, having been assessed, is due and owing at the date of application.

(2) The insurer may approve the application for a certificate of insurance immediately or if the insurer decides that the premium should be varied in accordance with section 6, it may withhold such approval until such time as the premium has been varied and has been paid by the applicant.

(3) The application for a certificate of insurance shall be in the form prescribed by the insurer and may be incorporated in the appropriate application form prescribed for use under *The Vehicles Act*.

1952, c.23, s.4; R.S.S. 1953, c.371, s.4.

Basic rates

5(1) The basic premium rate for each owner and driver of a motor vehicle shall be that fixed by regulation for the class of motor vehicle or driver to which the motor vehicle or driver, in respect of which the application is made, belongs.

(2) The basic premium rates for each licence year shall be fixed and shall be published in *The Saskatchewan Gazette* before the commencement of that licence year.

1952, c.23, s.5; R.S.S. 1953, c.371, s.5.

Power of insurer to vary rates

6(1) Before approving the application the insurer vary rates may require any applicant for a certificate of insurance under this Act to pay a premium additional to the basic rate if it considers that the applicant, as the owner or operator of a motor vehicle, is disproportionately hazardous to himself or the public.

(2) The insurer may, at any time after the issue of a certificate, increase the premium rate payable by any person if it considers that such person, as the owner or operator of a motor vehicle, is disproportionately hazardous to himself or the public.

1952, c.23, s.6; 1953, c.18, s.2; R.S.S. 1953, c.371, s.6.

Additional premium rates in discretion of insurer

7 All questions of fact and the sum payable by way of additional premium under section 6 shall be determined by the insurer, but any person aggrieved by the decision of the insurer may appeal to the Rates Appeal Board.

1952, c.2, s.7; R.S.S. 1953, c.371, s.7.

Rates Appeal Board

- 8(1) There shall be a Rates Appeal Board consisting of one or more members to be appointed by the Lieutenant Governor in Council, one of whom may be named by the Lieutenant Governor in Council as chairman.
- (2) The Rates Appeal Board shall have exclusive jurisdiction to hear and determine all appeals respecting the fixation of additional premium rates and the decision of the board shall be final and no appeal shall lie therefrom.
- (3) Within fifteen days after notice of the fixation of an additional premium has been posted by registered mail by the insurer to any person, such person may file a notice of appeal accompanied by written reasons therefor with the chairman or any member of the Rates Appeal Board, provided that no such appeal may be taken after the said period of fifteen days has expired except by special leave of the board.
- (4) The appeal to the Rates Appeal Board shall be considered an administrative review and the board on review shall render a decision, and may either confirm the additional premium assessment or reduce or increase or vary the same.
- (5) No certificate of registration, licence or permit for a vehicle, licence or other permit to drive shall be issued or renewed under the authority of *The Vehicles Act* while an appeal is pending before the Rates Appeal Board unless the amount of the additional premium has been paid subject to refund if the appeal is successful.
- (6) All orders, notices and other documents of the Rates Appeal Board shall be signed by the chairman or in the event of his absence or inability to or if there is no chairman at the time, by any other member of the board and when so signed shall have like effect as if signed by the chairman.
- (7) In the event of the absence or inability to act of any member or in the case of a vacancy in the Rates Appeal Board the remaining member or members may exercise the powers of the board.

1952, c.23, s.8; R.S.S. 1953, c.371, s.8.

Suspension of privileges for default in payment of additional premium

9(1) Any additional premium assessed against any person under section 6 shall be paid, subject to refund if a successful appeal is taken to the Rates Appeal Board against the assessment, within fifteen days after notice of the assessment is posted by registered mail to such person the insurer and in case of default, an officer or clerk of the insurer shall certify to the default and upon receipt of such certificate The Highway Traffic Board shall forthwith suspend:

- (a) the certificate of registration, licence or permit for any vehicle issued to the person in default if such person makes such default in respect of an owner's certificate; or
- (b) the licence or other permit to drive issued to the person in default if such person makes such default in respect of an operator's certificate;

and upon the suspension such certificate, licence or permit shall remain suspended until the insurer delivers written notice to The Highway Traffic Board that the default has been remedied.

Unpaid premiums deductible from benefits

(2) In any case where benefits and insurance money, or either, become payable to an owner or operator of a vehicle between the date upon which the insurer gives him notice of an additional premium and the date of the suspension by The Highway Traffic Board, the additional premium shall be deducted from the benefits and insurance money, or either, payable to such owner or operator.

Certificate conclusive proof of default

(3) A certificate provided for under subsection (1) purporting to be signed by an officer or clerk of the insurer shall be conclusive evidence of the facts therein contained and it shall not be necessary to prove the signature or office of the person purporting to sign the same.

No licence, permit, etc., issued to persons owing premiums

(4) After the suspension under subsection (1) of a certificate of registration, licence or permit for any vehicle issued in the name of the person in default no certificate of registration, licence or permit for any vehicle shall be issued in the name of such person and after the suspension under subsection (1) of a licence or any other permit to drive whatever issued in the name of the person in default no licence or any other permit to drive shall be issued to such person, unless and until the amount of any additional premium duly assessed by the insurer prior to the suspension has been paid.

1952, c.23, s.9; R.S.S. 1953, c.371, s.9.

Issue of certificate

10(1) Upon payment of the required premium by an applicant for a certificate under this Act, the insurer shall, upon approval of the application, issue a certificate of insurance to the applicant.

Form of certificate

(2) The certificate shall be in the form prescribed by the insurer and may be incorporated in the certificate of registration, licence or permit for a motor vehicle, trailer or semi-trailer, or in the licence or other permit to drive issued under authority of *The Vehicles Act*.

Proof of certificate

(3) A document purporting to be a certificate of registration, licence or permit issued to any person by The Highway Traffic Board in accordance with *The Vehicles Act*, and to be an automobile accident insurance certificate which bears upon its face a signature or the facsimile of a signature purporting to be that of the manager, for the time being, of the insurer shall, unless the contrary is shown, be deemed to be a certificate duly issued to the person named therein under the provisions of this Act.

1952, c.23, s.10; R.S.S. 1953, c.371, s.10.

Non-issue of certificate in certain case

11 No owner's certificate shall be issued or renewed in respect of a vehicle that is not required to be registered with The Highway Traffic Board under *The Vehicles Act*, and a certificate that is issued contrary to this section is null and void and shall be deemed to have always been null and void.

1953, c.18, s.3; R.S.S. 1953, c.371, s.11.

Cancellation of certificate, where vehicle operated contrary to certain laws

12 Where a vehicle designated in an owner's certificate is operated in another province, state or country when the vehicle is required by the law of that province, state or country to be registered or licensed in that province, state or country but is not so registered or licensed, such owner's certificate shall be deemed to have been revoked at the time of the commencement of such operation.

1953, c.18, s.3; R.S.S. 1953, c.371, s.12.

Effect of cancellation of registration, etc.

13(1) The suspension, revocation or cancellation under any law of any certificate of registration, licence or permit for a vehicle shall automatically suspend, revoke or cancel the owner's certificate in which such vehicle is designated.

(2) The suspension, revocation or cancellation under any law of a licence or other permit to drive of any person shall automatically suspend, revoke or cancel the operator's certificate in which such person is named.

1952, c.23, s.11; 1953, c.18, s.4; R.S.S. 1953, c.371, s.13.

Expiration of certificate

14 Irrespective of the date of its issue, a certificate shall, unless earlier suspended, revoked or cancelled, expire at midnight on the thirty-first day of March of the licence year in respect of what it is issued.

1953, c.23, s.12; R.S.S. 1953, c.371, s.14.

Applicants for motor vehicle permit to comply

15 An applicant for any permit for a vehicle under *The Vehicles Act* shall, before the permit is issued, make application for a certificate under this Act and shall pay the basic premium rate fixed by the regulations therefor, and the provisions of this Act except section 14 and Part III apply to same extent as if the permit were a certificate of registration; provided that a certificate issued in respect of any such permit shall bind the insurer only during the period in which the vehicle designated within is being operated in Saskatchewan and such certificate shall expire with the permit in respect of which it is issued.

1952, s.23, c.13; R.S.S. 1953, c.371, s.15.

Owner insured in another province and operating interprovincially for compensation

16(1) Where the owner of a vehicle designated in an owner's certificate is a resident of another province or state and the vehicle is operated interprovincial or internationally for the transportation of passengers, freight or express for compensation, the provisions of Part III and IV shall not apply, if The Highway Traffic Board is satisfied that such owner is insured against his legal liability for loss or damage to the person or property of other arising out of the use, operation or ownership of the vehicle, and the liability of the owner for loss or damage resulting from the use or operation of the vehicle shall not be reduced under the provisions of section 62 except to the extent that the loss or damage is caused by one of the perils mentioned in section 19.

(2) Where a vehicle belongs, for the purposes of this Act, to a class in which the serial numbers of owners' certificates are prefixed by the letter C or letter D and where such vehicle is owned by a resident of another province or country and the vehicle is used in Saskatchewan solely for the purpose of transporting or operating mineral exploration machinery and equipment and for a period of less than one year, the provisions of Parts III and IV shall not apply, if The Highway Traffic Board is satisfied that such owner is insured against his legal liability for loss or damage to the person or property of others arising out of the use, operation or ownership of the vehicle; and the liability of the owner for loss or damage resulting from the use or operation of the vehicle shall not be reduced under the provisions of section 62 except to the extent that the loss or damage is caused by one of the perils mentioned in section 19.

1953, c.2, s.14; 1953, c.18, s.5; R.S.S. 1953, c.371, s.16.

PART II

Accident Insurance and Benefits

Accident Insurance and Benefits

17 The provisions of this Part apply to accident insurance and to no other unless expressly provided.

1952, c.23, s.15; R.S.S. 1953, c.371, s.17.

Interpretation "insured"

18 In this Part "insured" means a person to or in respect of whom or to whose dependants benefits are payable if bodily injuries are sustained by such person as a result of one of the perils included in section 19, whether such person is named in a certificate or not.

1952, c.23, s.16; R.S.S. 1953, c.371, s.18.

Accident insurance

19(1) Subject to the provisions of this Act, every person is hereby insured in the amounts hereinafter specified against loss resulting from bodily injuries sustained by him directly, and independently of all other causes, through accidental means, excluding suicide while sane or insane or any attempt thereat while sane or insane, provided that such bodily injuries are suffered as a result of:

- (a) driving, riding in or on, or operating a moving motor vehicle, trailer or semi-trailer in Saskatchewan; or
- (b) collision with or being struck, run down or run over by a moving motor vehicle, trailer or semi-trailer in Saskatchewan.

(2) Subject to the provisions of this Act, an owner's certificate shall further insure:

- (a) the person named therein who, being domiciled in Saskatchewan, is riding in or on the vehicle designated therein if it is being operated by a person qualified and authorized by law to drive a motor vehicle; and

(b) any other person who, being domiciled in Saskatchewan, is riding in or on the vehicle designated therein, if it is being operated by a person qualified and authorized by law to drive a motor vehicle;

in the amounts hereinafter specified, against loss from bodily injuries sustained directly, and independently of all other causes, through accidental means, excluding suicide while sane or insane, or any attempt thereat while sane or insane, provided that such bodily injuries are suffered by such person as a result of riding in or on such vehicle while it is moving on a public highway beyond the boundaries of Saskatchewan but within Canada, the continental United States of America or Alaska.

(3) Subject to the provisions of this Act, an operator's certificate shall further insure the person named therein, if he is domiciled in Saskatchewan, in the amounts hereinafter specified, against loss from bodily injuries sustained directly, and independently of all other causes, through accidental means, excluding suicide while sane or insane, or any attempt thereat while sane or insane, provided that such bodily injuries are suffered by such person as a result of operating or driving a motor vehicle designated in an owner's certificate while it is moving on a public highway beyond the boundaries of Saskatchewan but within Canada, the continental United States of America or Alaska.

(4) The word "moving" in subsections (1), (2) and (3) shall not be construed to include any movement of a vehicle except when being towed or pushed by another vehicle, which is solely caused by a cranking or repair of such vehicle.

1952, c.23, s.17; R.S.S. 1953, c.371, s.19.

Principal sum for loss of life and loss of member

20(1) If bodily injuries sustained in any accident occasioned under any of the circumstances set out in section 19 do totally and continuously disable an insured within twenty days; from the time of the accident and prevent him from performing any and every duty pertaining to any occupation or employment, and during the period of such continuous total disability, and within one hundred and twenty weeks from the date of the accident, result in loss of life of the insured, the insurer shall pay the sum specified in section 23 as the principal sum for loss of life, and shall in addition pay for the period between the date of the disability and the date of such loss of life the weekly indemnity payable under section 21.

(2) If within ninety days from the date of the accident, loss of life results to an insured solely from such bodily injuries, the insurer shall pay, irrespective of continuous disability, the sum specified for loss of life.

(3) (a) If such bodily injuries do not immediately result in loss of life and within twenty days from the time of the accident do totally and continuously disable an insured from performing any and every duty pertaining to any occupation or employment, and during the period of such continuous total disability, but within one hundred and twenty weeks from the date of the accident, result in any one or more of the losses mentioned in clause (b), the insurer shall pay the sum set opposite such loss.

(b) If within ninety days from the date of the accident, any one of the following losses results to an insured solely from such bodily injuries, the insurer shall pay, irrespective of continuous total disability, the respective indemnities herein provided, but only one of the said indemnities shall be payable to any one person for injuries resulting from one accident to such person, the said period of the ninety days may be extended by the insurer for a period not exceeding one year from the date of the accident, provided that at the commencement of each thirty days period after the expiration of the said ninety days a certificate is furnished from the attending physician that the insured is being treated for an injury that may eventually result in any of the losses mentioned in this clause.

For loss of:

Both hands by severance at or above the wrists.....	\$4,000
Both feet by severance at or above the ankles.....	\$4,000
One hand at or above the wrist and one foot at or above the ankle, by severance.....	\$4,000
Entire sight of both eyes, if irrecoverably lose.....	\$4,000
Entire sight of one eye, if irrecoverably lost, and one hand at or above the wrist by severance.....	\$4,000
Entire sight of one eye, if irrecoverably lost, and one foot at or above the ankle by severance.....	\$4,000
One arm by severance at or above the elbow.....	\$2,700
One leg by severance at or above the knee	\$2,700
Either hand by severance at or above the wrist	\$2,000
Either foot by severance at or above the knee	\$2,000
Entire sight of one eye if irrecoverably lost	\$2,000
Thumb and index finger of either hand at or above the metacarpo-phalangeal joints.....	\$1,000
Thumb of either hand at or above the metacarpo-phalangeal joints.....	\$500

(c) If such bodily injuries do not immediately result in loss of life and within ninety days from the time of the accident do result in the loss of function of mind or body of an insured, certified by three duly qualified medical practitioners to be sufficiently extensive to render the insured permanently incapable of engaging in any occupation for wages or profit, the insurer shall pay to the insured the sum of \$4,000, provided that if any indemnity is aid under this clause no indemnity shall be payable for any of the losses mentioned in clause (b).

(4) The payment of indemnity under subsection (3) shall not of itself preclude the recovery of any sum payable under subsection (1) or (2) and the payment of any sum under this action shall not itself preclude the recovery of any other sum payable under any other section of this Part, provided that where death benefits become payable in respect of the death of an insured after the insured has suffered one of the losses mentioned in subsection (3), the amount of any payments made in respect of such loss shall be deducted from the amount of the death benefits, the sum payable to any one person under the provisions of section 23 being reduced proportionately.

1952, c.23, s.18; 1953, c.18, s.6; R.S.S. 1953,
c.371, s.20.

Weekly indemnity

21(1) If bodily injuries sustained in any accident occasioned under any of the circumstances set out in section 19 do within twenty days from the time of the accident totally and continuously or partially and continuously disable an insured and prevent him from performing one or more important daily duties pertaining to his occupation or employment and his income therefrom, whether wages or profit or both, is thus reduced, the insurer shall, subject to paragraphs 1 and 2, pay weekly indemnity for the period of such continuous disability, being either:

- (a) the difference between his average weekly earnings during the twelve months preceding the accident and the amount which he is earning, or is able to earn, weekly, following the accident; or
- (b) the amount by which \$25 exceeds the amount which he is earning or able to earn weekly, following the accident;

whichever is the less, provided that any payment made by the insurer under this subsection shall not be less than an amount sufficient to increase his weekly income to a minimum of \$10 in any case where the insured is of the full age of fifteen years.

1 If such reduction of income is the result of continuous total disability preventing an insured from performing any and every duty pertaining to his occupation or employment, the insurer shall pay a weekly indemnity for a period not exceeding fifty-two consecutive weeks.

2 After the payment of the weekly indemnity for fifty-two weeks, as provided in paragraph 1, if an insured is totally and continuously disabled by such bodily injuries from engaging in any occupation for wages or profit, the insurer shall continue weekly payment of the same amount thereafter until the insured has received a total of \$3,000.

(2) If such reduction of income results from continuous partial disability of an insured preventing him from performing one or more important daily duties pertaining to his occupation or employment or from like continuous partial disability following total disability, the insurer shall pay weekly indemnity for the period of such partial disability not exceeding fifty-two consecutive weeks.

(3) Notwithstanding the provisions of paragraph 1 of subsection (1) and subsection (4) if such bodily injuries within twenty days from the date of any accident totally and continuously disables a housewife and prevent her from performing any and all household duties, the insurer shall pay for the period of such continuous total disability, a indemnity of \$20 for a period not exceeding in the aggregate six consecutive weeks.

- (4) For the purpose of subsection (1) the average weekly earnings of a farmer or rancher during the twelve months preceding the accident shall conclusively be presumed to be \$25.
- (5) For the purpose of subsection (1), where an insured was involuntarily unemployed for any period during the twelve months preceding the accident, his average weekly earnings during the twelve months preceding the accident shall be presumed to be the average of his weekly earnings for the periods in which he was employed during the twelve months preceding the accident.
- (6) If bodily injuries sustained in any accident occasioned under any of the circumstances set out in section 19 do within twenty days from the time of the accident totally and continuously disable an insured and thus disqualify him from claiming benefits under the *Unemployment Insurance Act (Canada)* the insurer shall pay for the period of such total and continuous disability a weekly indemnity equivalent to the amount he was entitled to claim weekly as benefits under the *Unemployment Insurance Act (Canada)* prior to the time of the accident, provided that the maximum weekly indemnity payable under this subsection shall not exceed \$25.
- (7) By agreement the insurer may, in any case where it deems proper and at any time or times, make or direct commutation or lump sum payments of indemnity payable under this section, or otherwise alter the form of payment as in the circumstances seems most likely to benefit an insured.
- (8) There shall be a period of seven days immediately following any accident in respect of and during which no weekly indemnity shall be payable under this section.

1952, c.23, s.19; 1953, c.18, s.7; R.S.S. 1953,
c.371, s.21.

Additional benefits

- 22(1)** Where an insured sustains bodily injuries as the result of one of the perils included in section 19, the insurer shall pay in addition to an other benefits:
- (a) a supplementary allowance to such insured the amount and determination of which shall be in the absolute discretion of the insurer, according to the circumstances, provided that the total sum payable under this clause in respect of all injuries sustained by one person in any one accident shall not exceed in the aggregate \$600;
 - (b) if such bodily injuries result in the loss of the life of an insured, \$175 in lieu of funeral expenses, to a person who has paid such expenses or has become liable therefor.
- (2) Where under any contract, bylaw or other arrangement any person would have been liable to pay hospital or medical benefits or payments in lieu thereof had this Act not been passed, such liability shall continue and any agreement to the contrary shall be null and void.

1952, c.23, s.20; 1953, c.18, s.8; R.S.S. 1953,
c.371, s.22.

Death benefits

- 23(1)** Subject to the provisions of section 20, where an insured dies as the result of one of the perils mentioned in section 19, the insurer shall pay the sum of \$5,000 to the primary dependant and \$1,000 to each of the secondary dependants:

Provided that if the aggregate claims of the secondary dependants exceed the sum of \$5,000 the sum of \$5,000 shall be equally divided among the secondary dependants.

(2) Notwithstanding the provisions of subsection (1) where more than one person is classed as a primary dependant, the total sum payable to such persons shall be calculated as though only one of such persons were a primary dependant and the remainder of that class were secondary dependants, but the total sum payable to all such persons shall be divided equally among them.

(3) Subject to the provisions of section 20, where an insured dies as the result of one of the perils mentioned in section 19, and where no person is entitled to claim benefits under the provisions of subsection (1), the insurer shall pay:

(a) if the insured is a child, to the parent who was providing to the insured the means of support at the time of death, the sum hereinafter specified, that is to say, if the insured is of the full age of:

1 year	\$	100.
7 years	\$	200.
8 years	\$	300.
9 years	\$	400.
10 years	\$	500.
11 years	\$	600.
12 years	\$	700.
13 years	\$	800.
14 years	\$	900.
15 years	\$	1,000.;

provided that no sum shall be payable under this clause in respect of the death of any person who is over the age of eighteen years;

(b) if no benefits are payable under clause (a), the sum of \$2,000 equally divided among those persons being son or daughter over the age of eighteen years, parent, brother or sister of such insured, toward whose support such insured was making a definite regular contribution at the time of the accident from which death results;

(c) if the insured is a housewife and no benefits are otherwise payable under this section in respect of her death, the sum of \$2,000 to the husband of the insured; or

(d) if the insured is over the age of eighteen years and unmarried at the time of his death and no benefits are otherwise payable under this section in respect of his death, the sum of \$1,000 to be divided equally between his surviving parents.

1952, c.23, s.21; 1953, c.18, s.9; R.S.S. 1953, c.371, s.23.

Payment to guardian, etc.

24(1) Where a primary dependant is an infant child of an insured, the insurer shall pay all sums payable to such dependant to the Official Guardian to be administered by him on behalf of such dependant.

(2) Where under this Part the insurer is liable to pay the whole or any part of any sum to a person who is mentally defective, such sum or part thereof shall be paid to the guardian or committee of such person or to the Administrator of Estates of the Mentally Incompetent, as the case may be, to be held for the use and benefit of such mentally defective person according to law.

(3) In any other case where the insurer in its absolute discretion determines that it is desirable for the welfare of any person entitled to benefits under this Part the insurer may appoint any official administrator to receive any sums payable thereunder to such person, and to hold the same for the use and benefit of such person.

(4) Where under this section a person is appointed for any of the purposes therein prescribed, a receipt in writing signed by the person entitled under this Part to receive any payment shall be a sufficient discharge therefor and shall exonerate the insurer from all further liability.

1952, c.23, s.22; R.S.S. 1953, c.371, s.24.

Sums other than principal paid to personal representative

25 The insurer shall pay all benefits accruing and payable to an insured at the time of his death to his personal representative.

1952, c.23, s.23; R.S.S. 1953, c.371, s.25.

No representation

26 The insurer shall make all payments of benefits in the manner and to the persons specified in this Part and if any person who is entitled thereto dies before receiving payment, his personal representative shall not be entitled to take by representation except where expressly provided herein.

1952, c.23, s.24; R.S.S. 1953, c.371, s.26.

No waiver

27 No insured or any of his dependants shall agree with any person to waive or forego any of the benefits to which any of them are or may become entitled under this Part and every agreement purporting to do so shall be null and void.

1952, c.23, s.25; R.S.S. 1953, c.371, s.27.

No attachment

28(1) Except with the approval in writing of the insurer, no benefits payable under this Part shall be assigned, charged or attached, nor shall they pass by operation of law except to a personal representative nor shall any claim be set off against them except as provided by subsection (2) of section 9 and condition 11 of the statutory conditions set forth in section 30.

(2) Subsection (1) does not apply where an action has been brought for necessities supplied or contracted for at any time after the accident.

1952, c.23, s.26; R.S.S. 1953, c.371, s.28.

Exceptions from benefits

29 The insurer shall not be liable to pay benefits under this Part to any of the following persons or their dependants:

- (a) a resident of another province or country riding in or upon a motor vehicle not registered with The Highway Traffic Board under *The Vehicles Act*;
- (b) a person who, by reason of the loss for which benefits are claimed, is entitled to compensation under *The Workmen's Compensation (Accident Fund) Act*, unless such compensation is restricted to necessary burial expenses;
- (c) a person riding in or on one of the following: a vehicle or mechanical device used for aerial navigation: a vehicle of an electric or steam railway running upon rails or tracks or solely upon railway company property, a trolley bus, a fire engine, fire department apparatus, a road roller, street sprinkler, road building or road maintenance machinery, machinery used for construction of drainage works or water conservation projects, machinery used for excavation purposes, or a tractor, except a tractor used by a farmer in connection with his farming operations, which is not required to be registered with The Highway Traffic Board under *The Vehicles Act*.

1952, c.23, s.27; R.S.S. 1953, c.371, s.29.

STATUTORY CONDITIONS**Statutory conditions**

30 In any case where benefits are claimed under this Part for loss from bodily injuries sustained by an insured the recovery of such benefits by the insured or by any other person claiming in respect of such loss of the insured shall be subject to the compliance by the insured and by such other person with the following conditions which shall be statutory conditions:

Prohibitions

- 1 (a) An insured shall not operate a motor vehicle unless he is named in an unexpired operator's certificate.
- (b) An insured shall not operate a motor vehicle of which he is the owner unless such vehicle, being a vehicle required to be registered with The Highway Traffic Board under *The Vehicles Act* is designated in an unexpired owner's certificate.
- (c) An insured shall not operate a motor vehicle of which he is not the owner and which is required to be registered with The Highway Traffic Board under *The Vehicles Act*, unless he believes on reasonable grounds that the vehicle is designated in an unexpired owner's certificate.
- (d) An insured shall not operate a motor vehicle to which is attached a trailer or semi-trailer which, being required to be registered with The Highway Traffic Board under *The Vehicles Act*, is not so registered.
- (e) An insured shall not use or operate a motor or other vehicle while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the propel' control of the vehicle.

(f) An insured shall not take hold of or attach himself to a vehicle for the purpose of being pushed or pulled thereby unless he is riding in or on that portion of the vehicle which is designed for the seating of passengers or the carrying of a load.

(g) An insured, being the owner of a vehicle, shall not permit, allow, suffer or connive at the use or operation of the vehicle by any person contrary to this condition.

Proof to show interest of claimant

2 Any claim made under this Part by a claimant shall be subject to proof of the interest of the claimant.

Who to make proof

3 (a) Proof of claim shall be made by an insured or, in the absence of the insured or his inability to make the same, by his agent or any of the persons authorized to receive payment on behalf of an insured under the provisions of section 24, such absence or inability being satisfactorily accounted for.

(b) In case of the death of an insured proof of claim shall be made by the primary dependant, although other person's may be entitled to receive benefits, except that:

(i) in the event, of the absence of the primary dependant or his inability to make proof of claim, proof may be made by his agent or any other person authorized to receive payment of the benefits to which the primary dependant is entitled, such absence or inability being satisfactorily accounted for, or, if the said persons neglect or refuse to do so, by a person to whom any benefits are payable;

(ii) where there is no primary dependant or where the primary dependant is a child of an insured the personal representative of the insured shall make the proof of claim, or, if the personal representative neglects or refuses to do so within a reasonable time, the Official Guardian or any person entitled to receive benefits under this Part shall make the proof of claim.

Notice of claim

4 Any person entitled to make a claim under this Part shall:

(a) give notice of claim to the insurer not later than fifteen days from the date of the accident, provided that failure to give notice shall not invalidate the claim if it is shown that it was not reasonably practical to give notice within such time and that notice was given as soon as was reasonably practicable;

(b) furnish to the insurer such proof of claim as is reasonably possible and of the circumstances of the happening of the accident and the loss occasioned thereby within sixty days after the happening of the accident:

(c) furnish a certificate from a duly qualified medical practitioner as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby.

Onus on claimant where reports required

5 Where a claimant is one of the persons required by section 50, 52 or 54 to furnish the reports therein specified, he shall comply in every particular and the onus of proving compliance with the said sections shall be upon the claimant.

Limited liability where aggregate benefits exceed money value of the income of an insured

6 Except where the insured is a housewife, if the benefits for loss of income provided by this Part together with the accident benefits payable under other contracts of insurance upon the person of an insured make up an aggregate indemnity in excess of the average income of such insured prior to the accident, the insurer shall be liable only for such proportion of the benefits specified in section 21 as the loss of income bears to the aggregate of the benefits specified in section 21 and the benefits payable under such other contracts upon the person of such insured.

Proof of claim

7 (a) The insurer shall, upon receiving notice of a claim, furnish to a claimant, forms for proof of claim and if such forms are not so furnished by the insurer within fifteen days after receipt of the notice, the claimant shall be deemed to have complied with the requirements of this Part as to proof of claim if he submits, within the time fixed by clause (b) of statutory condition 4 for filing such proofs, a written statement of the happening and character of the accident and of the extent of the loss for which the claim is made.

(b) The insurer shall have the right and a claimant shall afford to the insurer an opportunity to examine the person of the insured in respect of whom claim is made, when and as often as it may reasonably require while a claim under this Part is pending and also in the case of death of an insured to make an autopsy subject to any law of the province relating to autopsies.

(c) Such an examination shall be made by a duly qualified medical practitioner or medical consultant at the expense of the insurer.

Time for payment

8 (a) The insurer shall pay all benefits payable under this Part, except indemnity payable in respect of loss of income on account of disability, within sixty days after receipt of proof of claim.

(b) The indemnity for loss of income on account of disability shall be paid within thirty days after receipt of proof of claim and as long thereafter as the insurer remains liable for the disability, provided that the insurer may, if the disability continues beyond a period of sixty days, require proof thereof for such period, which proof shall be furnished within thirty days after the termination of every such period in respect of which claim is made.

Waiver

9 The insurer shall not be deemed to have waived any condition under this Part either in whole or in part unless the waiver is clearly expressed in writing signed by the insurer.

Limitation of action

10 Any action or proceeding against the insurer for the recovery of any claim under this Part shall be commenced within six months after the cause of action arose.

Effect of improper use, etc.

11 Except where there has been a breach of any other statutory condition and subject to the provisions of this Act, where a vehicle designated in an owner's certificate is operated, used or driven for a purpose for which it has not been registered in accordance with *The Vehicles Act*, or by a driver whose licence is not such as entitles him to drive the vehicle under that Act, the insurer shall pay all benefits payable in respect of an accident in which the vehicle is involved but may deduct from the claim of any owner or operator of such a vehicle or of such driver, the difference between the premium actually paid in respect of such vehicle or driver and the proper premium payable under the circumstances.

Benefits for hernia

- 12 (a) No benefits shall be payable in respect of hernia, except clinical hernia of a disabling character which directly results from an accident which imposes liability for resulting damage or injury upon the insurer, provided that, when such hernia is the sole injury in respect of which benefits are claimed, the insured reports his condition to the insurer within seven days immediately following the occurrence of such accident.
- (b) If an insured does not submit to treatment prescribed by a duly qualified physician or surgeon within two weeks of such accident benefits shall cease to be payable upon the expiry of such two weeks, provided that the insurer may in its absolute discretion extend the period for such submission.
- (c) If an insured submits to an operation for hernia, the period of his disability shall cease upon the expiry of forty-two days following the day of the operation, provided that the said period may be extended by the insurer if it is satisfied that complications warranting an extension have resulted directly from the operation.

Inspection of vehicle

- 13 The insurer shall be permitted at all reasonable times to inspect any motor vehicle designated in an owner's certificate and its equipment.

1952, c.23, s.28; 1953, c.18, s.10; R.S.S. 1953,
c.371, s.30.

PART III
Comprehensive Insurance and Insurance Money**Application of Part**

- 31 The provisions of this Part apply to comprehensive insurance and to no other unless expressly provided

1952, c.23, s.29; R.S.S. 1953, c.371, s.31.

Interpretation "insured"

- 32 In this Part "insured" means a person to whom insurance money is payable in the event of loss of or damage to a vehicle resulting from one of the perils mentioned in section 33.

1952, c.23, s.30; R.S.S. 1953, c.371, s.32.

Comprehensive insurance

- 33(1) Subject to the provisions of this Act, an owner's insurance certificate shall further insure the person named therein in the amounts hereinafter specified against direct and accidental loss of or damage to the vehicle designated therein, including its equipment, occurring in Canada, the continental United States of America or Alaska, or upon a vessel plying between ports thereof, from any cause, and against general average and salvage charges for which such person becomes legally liable.

(2) Each accident causing loss or damage insured against under subsection (1) shall give rise to a separate claim in respect of which the liability of the insurer shall be limited to the amount by which such loss or damage exceeds the sum fixed by regulation as the deductible amount applicable to vehicles of the class to which the vehicle of the claimant belongs, provided that the insurer shall not be liable under this section:

- (a) for any amount in excess of the actual cash value of the vehicle at the time the loss or damage occurs, and in no event for an amount exceeding what it would cost to repair or replace the vehicle or any part thereof with material of like kind and quality at a place designated by the insurer, due regard being had at all times to depreciation, however caused; or
- (b) for loss or damage:
 - (i) to any tire other than that caused by fire or theft or unless such loss or damage is coincidental with other loss or damage for which insurance is provided under this section;
 - (ii) to rugs, robes, radios designed for both transmitting and receiving and their equipment, baggage and personal belongings;
 - (iii) to any vehicle being operated under a dealer's certificate unless the vehicle actually displays a licence plate or plates at the time such loss or damage occurs, and not then if the loss or damage is from fire or from theft; or
- (c) for loss or damage caused by:
 - (i) theft of tools, chains or repair equipment unless the entire vehicle is stolen;
 - (ii) theft of the equipment of the vehicle unless the equipment is in or on the vehicle, or in the residence of the owner of the vehicle, at the time the loss or damage occurs;
 - (iii) theft by any person or persons in the household of which the owner of the vehicle is a member or by any employee of the owner of the vehicle engaged in the operation, maintenance or repair of the vehicle whether the theft occurs during the hours of such service or employment or not;
 - (iv) conversion, embezzlement, theft or secretion by a mortgagor, vendee or lessee or other person in lawful possession of the vehicle under a mortgage, conditional sale, lease or other similar written contract or agreement;
 - (v) the voluntary parting with title or ownership, whether or not such parting is induced by any fraudulent scheme, trick, device or false pretence; or
- (d) for loss or damage caused by and confined to soiling of upholstery, wear and tear, scratching, freezing, mechanical fracture or breakdown of any part of the vehicle not resulting in accidental collision or upset, unless such loss or damage is the result of other loss insured against by this section.

STATUTORY CONDITIONS

Statutory conditions

34 Comprehensive insurance in respect of any vehicle shall be subject to the following statutory conditions:

Insured to notify insurer of other insurance

1 Upon the happening of any loss or damage for which insurance is provided under this Part the insured shall promptly notify the insurer of any other insurance of the same interest, whether valid or not, insuring against all or any part of such loss or damage.

Prohibited use of vehicle

2(1) The insured named in an owner's certificate shall not use or drive the vehicle designated therein:

- (a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the vehicle; or
- (b) while he is not for the time being qualified and authorized by law to drive or operate the motor vehicle or, if the law does not prescribe any qualification or authority, while under the age of sixteen years; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test; or
- (e) when attached thereto is a trailer or semi-trailer which, being required to be registered with The Highway Traffic Board under *The Vehicles Act*, is not so registered; or
- (f) either during the period from sunset to one hour before sunrise or at any other time when fog or other atmospheric conditions make such warning necessary unless the vehicle is illuminated in a manner sufficient to give other users of the highway due warning of its presence; or
- (g) for any purpose for which it has not been registered in accordance with *The Vehicles Act* and regulations thereunder.

(2) The insured named in an owner's certificate shall not permit, suffer, allow or connive at the use of the vehicle designated therein:

- (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the vehicle; or
- (b) by any person who is not for the time being qualified and authorized by law to drive or operate the motor vehicle or, if the law does not prescribe any qualification or authority, by any person under the age of sixteen years; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test; or
- (e) when attached thereto is a trailer or semi-trailer which, being required to be registered with The Highway Traffic Board under *The Vehicles Act*, is not so registered; or

(f) either during the period from sunset to one hour before sunrise or at any other time when fog or other atmospheric conditions make such warning necessary unless the vehicle is illuminated in a manner sufficient to give other users of the highway due warning of its presence; or

(g) for any purpose for which it has not been registered in accordance with *The Vehicles Act* and regulations thereunder.

(3) Where the vehicle designated in an owner's certificate is used or operated by a member of the immediate family of the insured named therein, or by an employee of the insured, whether during the hours of employment or not while such person is not for the time being qualified and authorized by law to drive the motor vehicle or if the law does not prescribe any qualification or authority, by any such person who is under the age of sixteen years, the onus of proving that the insured did not permit, suffer, allow or connive at such use or operation shall be on the insured.

War risks excluded

3 The insurer shall not be liable for loss or damage which is caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operations of armed forces while engaged in hostilities, whether or not war has been declared, or by civil commotion arising from any of the foregoing.

Necessity of reporting

4 Where the insured is a person required to furnish a report under the provisions of section 50, 52 or 54, he shall comply in every particular and the onus of proving such compliance shall be upon him.

Loss of or damage to a vehicle

5 Upon the occurrence of any loss of or damage to the vehicle designated in an owner's certificate, the insured shall, if such loss or damage is insured against under section 33:

(a) forthwith give notice thereof (in addition to any report which may be required by statutory condition 4) in writing to the insurer, with fullest information obtainable at the time, and shall, at the expense of the insurer, and as far as reasonably possible, protect the vehicle from further loss or damage, and any such further loss or damage accruing directly or indirectly from a failure to protect shall not be recoverable under this Part. No repairs shall be undertaken or any physical evidence of the loss or damage removed without the written consent of the insurer, except such repairs as are immediately necessary for the protection of the vehicle from further loss or damage, until the insurer has had a reasonable time to make the inspection provided for in statutory condition 10;

(b) deliver to the insurer within ninety days of the loss or damage a statutory declaration stating so far as the insured knows or believes, the place, time, cause and amount of the loss or damage, the interest of the insured and all others therein, the encumbrances thereon, all other insurance whether valid or invalid covering the vehicle, and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

Examination of records

6 The insured shall submit to examination, under oath, and shall produce for examination at such reasonable place as is designated by the insurer or its representative all documents in his possession or control which relate to the matters in question and permit copies thereof and of extracts therefrom to be made.

Repairs in lieu of payment

7 The insurer shall evaluate the amount of any loss or damage but, subject to statutory condition 8, the insurer, instead of making payment on the basis of such evaluation, may elect to have the property lost or damaged repaired, replaced or rebuilt at such place as the insurer may designate, provided that:

- (a) if any part of the vehicle is out of stock, the liability of the insurer in respect thereof shall be limited to the value of such part at the time of loss or damage not exceeding the maker's last list price;
- (b) there can be no abandonment of the vehicle to the insurer without its consent;
- (c) where any vehicle or part thereof has been repaired, replaced or rebuilt, by or under the direction of the insurer, or where any vehicle has been abandoned to the insurer the salvage, if any, shall belong absolutely to it.

In case of disagreement

8(1) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, such question shall be determined by appraisers before recovery can be had under this Part.

(2) The insured and the insurer shall each select one appraiser, and the two so chosen shall then select a disinterested umpire. Thereafter the two appraisers together shall estimate or appraise the loss or damage, stating separately sound value and damage, or determine the adequacy of such repairs or replacements, and, failing to agree, shall submit their differences to the umpire.

(3) If either party fails to name an appraiser within seven clear days after being served with written notice to do so, or if the appraisers fail to agree upon an umpire within fifteen days after their appointment, or if an appraiser or umpire refuses to act or is incapable of acting, or dies, a judge of the Court of Queen's Bench or the judge of the district court of the judicial district in which the appraisal is to be made may appoint an appraiser or umpire on the application of the insured or the insurer.

(4) An award in writing of the two appraisers, or of one appraiser and the umpire, shall determine the nature and extent or adequacy of the repairs and replacements made or required, or the amount of such loss or damage.

(5) Each party shall pay the appraiser selected by him, and shall bear equally the other expenses of the appraisal and of the umpire.

Waiver

9 Neither the insurer nor the insured shall be deemed to have waived any term or condition of this Part by any act relating to the appraisal or to the delivery and completion of proofs of loss, or to the investigation or adjustment of the claim.

Inspection of vehicle

10 The insurer shall be permitted at all reasonable times to inspect the vehicle designated in an owner's certificate and its equipment.

Other insurance

11 If the insured named in an owner's certificate has or places any additional or other valid insurance extending to indemnify him against loss or damage which but for this condition would be within the limits of the insurer's liability under this Part, the insurer shall not be liable to pay any insurance moneys in respect of such loss or damage.

Time and manner of payment of insurance money

12 The insurer shall pay any insurance money for which it is liable within sixty days after the proof of loss has been received by it, or, when an appraisal is had under statutory condition 8, within fifteen days after the award is rendered.

Limitation of action

13 Every action or proceeding against the insurance under this Part in respect of loss of or damage to a vehicle shall be commenced within six months next after the happening of the loss or damage and not afterwards.

Who may give notice and proof of claim

14 Notice of claim may be given and proof of claim may lie made by the agent of the insured named in a certificate in ease of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like ease, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

1952, c.23, s.32; 1953, c.18, s.11; R.S.S. 1953,
c.371, s.34.

PART IV

Public Liability and Property Damage Insurance

Application

35 The provisions of this Part apply to public liability insurance and to property damage insurance and to no other unless expressly provided.

1952, c.23, s.33; R.S.S. 1953, c.371, s.35.

Interpretation "insured"

36 In this Part, "insured" means a person to whom or on whose behalf insurance money is payable in the event of bodily injury to or the death of others or of loss of or damage to the property of others for which such person is legally liable and resulting from one of the perils mentioned in section 37, whether such person is named in an owner's certificate or not.

1952, c.28, s.84; R.S.S. 1953, c.371, s.36.

Public liability and property damage insurance

37 An owner's certificate shall further insure the person named therein and every other person who with his consent personally drives the vehicle designated therein, against the liability imposed by law upon the person named therein and such other person for loss or damage arising from the ownership, use or operation of the vehicle within Canada, the continental United States of America or Alaska, or upon a vessel plying between ports thereof and resulting from:

1 bodily injury to or the death of any person, provided that the insurer shall not be liable under an owner's certificate:

(a) for any liability imposed by any workmen's compensation law upon any person insured under such certificate: or

- (b) for loss or damage resulting from bodily injury to or the death of any person insured thereunder or the son, daughter, wife, husband, mother, father, brother or sister of any such person; or
- (c) to any person, not the owner of the vehicle, who at the material time is engaged in the business of selling, repairing, servicing, storing or parking automobiles; or
- (d) for any loss or damage resulting from bodily injury to or the death of any person being carried in or upon or entering or getting on to or alighting from the vehicle designated in such certificate; or
- (e) for loss or damage resulting from bodily injury to or the death of any employee of any person insured thereunder while engaged in the operation or repair of the vehicle designated in such certificate; or
- (f) for any amount in excess of:
 - (i) the difference between \$10,000, for bodily injury to or the death of one person in one accident, and a subtrahend which shall be the amount by which the liability of the insured for the loss or damage resulting from such bodily injury or death is reduced under the provisions of section 62; and
 - (ii) subject to such limit for any one person so injured or killed, the difference between \$20,000, for bodily injury to or the death of two or more persons in one accident, and a subtrahend which shall be the amount by which the liability of the insured for the loss or damage resulting from such bodily injury or death is reduced under the provisions of section 62; and
 - (iii) the additional expenditures provided for under section 38 if such loss or damage or any part thereof is otherwise within the limit for which indemnity is provided under this section;

2 damage to property, provided that the insurer shall not be liable under an owners certificate:

- (a) for loss of or damage to property carried in or upon the vehicle designated therein or to any property owned or rented by, or in the care, custody or control of, any person insured thereunder; or
- (b) to any person, not the owner of the vehicle designated therein, who at the material time is engaged in the business of selling, repairing, servicing, storing or parking automobiles; or
- (c) for loss of or damage to property occurring in Saskatchewan unless the loss or damage exceeds \$100; or
- (d) for loss of or damage to property in one accident, for any amount in excess of:
 - (i) the difference between \$2,000 and a subtrahend which shall be the amount by which the liability of the insured for such loss or damage is reduced under the provisions of section 62; deducting from the amount otherwise payable a further sum of \$100 if such loss or damage occurs in Saskatchewan; and
 - (ii) the additional expenditures provided for under section 38 if such loss or damage or any part thereof is otherwise within the limits for which indemnity is provided under this section.

Additional expenditures

38 Where any part of the loss or damage from which a claim under an owner's certificate arises is otherwise within the limits for which indemnity is provided under section 37, the insurer shall:

- (a) upon receipt of notice of loss or damage caused to persons or property, serve any person insured by virtue of such certificate by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the insurer; and
- (b) defend in the name and on behalf of any person insured by such certificate and at the cost of the insurer and civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- (c) pay all costs taxed against any person insured by such certificate in any civil action against the insurer (except the costs of any appeal taken by such person without the insurer's consent) and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the insurer's liability; and
- (d) in case of injury to a person, reimburse any person insured by such certificate for outlay for such medical aid as may be immediately necessary at the time of the accident causing such injury.

1952, c.23, s.36; R.S.S. 1953, c.371, s.38.

Application of insurance money

39(1) Any person having a claim against an insured for which indemnity is provided by virtue of an owner's certificate under this Part shall, notwithstanding that there is no contractual relationship with respect thereto between such person and the insurer, be entitled, upon recovering a judgment therefor against the insured, to have the insurance money payable under this Part applied in or towards satisfaction of his judgment and of any other judgments or claims against the insured covered by the indemnity and may, on behalf of himself and all persons having such judgment; or claims, maintain an action against the insurer to have the insurance money so applied.

- (2) No creditor of an insured shall be entitled to share in the insurance money payable under the provisions of this Part in respect of any claim for which indemnity is not provided under this Part.
- (3)
 - (a) No assignment, transfer, surrender, cancellation, suspension, waiver or discharge of a certificate or of any provision of this Part or of any interest therein or of any insurance money thereunder made by the insured after the happening of the event giving rise to a claim under the certificate; and
 - (b) no act or default of the insured before or after such event in violation of the provisions of this Act; and
 - (c) no violation of the *Criminal Code* or of any law or statute of any province, state or country by the owner or driver of the vehicle designated in the certificate;

shall prejudice the right of any person entitled under subsection (1) to have the insurance money applied upon his judgment or claim, or be available to the insurer as a defence to such action.

(4) Where the proceeds of any other contract of insurance are available towards the satisfaction of a claim for which indemnity is provided under this Part, nothing in this section shall prevent the insurer from availing itself against the person making such claim, of any defence which the insurer is entitled to set up against the insured.

(5) An insured shall be liable to pay or reimburse the insurer upon demand, any amount which the insurer has paid by reason of the provisions of this section which it would not otherwise be liable to pay.

(6) Where the insurer denies liability to an insured under this Part, it shall have the right, upon application to the court in which the action is taken, or a judge thereof, to be made a third party in any action to which such insured is a party and in which a claim is made against the insured by any party to the action for which it is or might be asserted that indemnity is provided under this Part, whether or not the insured enters an appearance or defence in such action; and, upon being made a third party, the insurer shall have the right to contest the liability of the insured to any party claiming against the insured, and to contest the amount of any claim made against the insured, to the same extent as if a defendant in the action, including for such purpose the right to deliver a statement of defence to the claim of any party claiming against the insured, and to deliver other pleadings, and to have production and discovery from any party adverse in interest, and the right to examine and cross examine witnesses at the trial.

1952, c.28, s.37; R.S.S. 1953, c.371, s.39.

Insured to give notice of action

40 Entry insured against whom an action is commenced for damages occasioned by a vehicle designated in an owner's certificate shall give notice thereof in writing to the insurer within five days after service of notice or process in the action.

1952, c.23, s.38; R.S.S. 1953, c.371, s.40.

Unnamed insured may recover indemnity

41 Any person insured by but not named in an owner's certificate may recover indemnity in the same manner and to the same extent as if named therein as the insured, and for that purpose may, in his own name and on his own behalf, exercise the same rights and shall be subject to the same obligations as if named therein as the insured.

1952, c.2:5, s.39; R.S.S. 1953, c.371, s.41.

STATUTORY CONDITIONS

Statutory conditions

42 Public liability and property damage insurance provided by an owner's certificate under the provisions of this Part shall be subject to the following conditions which shall be statutory conditions:

1 Upon the happening of any event for which insurance is provided by an owner's certificate under the provisions of this Part the person insured by virtue of the owner's certificate shall promptly notify the insurer of any other insurance of the same interest, whether valid or not, insuring against all or any part of his liability for which insurance is provided by the owner's certificate.

2(1) The person insured by the owner's certificate shall not use or drive the vehicle designated therein:

- (a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the vehicle; or
- (b) While he is not for the time being qualified and authorized by law to drive or operate the vehicle or, if the law does not prescribe any qualification or authority while under the age of sixteen years; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test; or
- (e) when attached thereto is a trailer or semi-trailer which, being required to be registered with The Highway Traffic Board under *The Vehicles Act*, is not so registered.

(2) The person insured by the owner's certificate shall not permit, suffer, allow or connive at the use of the vehicle designated therein:

- (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the vehicle; or
- (b) by any person who is not for the time being qualified and authorized by law to drive or operate the vehicle or, if the law does not prescribe any qualification or authority, by any person under the age of sixteen years; or
- (c) for any illicit or prohibited trade or transportation; or
- (d) in any race or speed test; or
- (e) when attached thereto is a trailer or semi-trailer which, being required to be registered with The Highway Traffic Board under *The Vehicles Act*, is not so registered.

3 The vehicle designated in an owner's certificate shall not be used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance unless duly authorized by The Highway Traffic Board under *The Vehicles Act*.

4(1) Where indemnity is, or might be asserted to be, provided under this Part, the person insured by the owner's certificate shall:

- (a) promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property, and of any claim made on account of accident;
- (b) verify by affidavit or statutory declaration, if required by the insurer, that the claim arises out of the operation or use of a vehicle designated in the owner's certificate and that the person operating or responsible for the operation of the vehicle at the time of the accident is a person insured by such certificate; and
- (c) forward immediately to the insurer every writ, letter, document or advice received by him from or on behalf of the claimant.

(2) Subject to subsection (3) of this condition, the person insured by the owner's certificate shall not voluntarily assume any liability or settle any claim except at his own cost. The person so insured shall not interfere in any negotiations for settlement or in any legal proceedings, but, whenever requested by the insurer, shall aid in securing information and evidence and the attendance of any witness, and shall co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

(3) Unless the indemnity for which the insurer is liable, excluding costs, with respect to a claim for loss or damage to persons or property exceeds one-half of the amount of such claim, the insurer shall not voluntarily settle the claim without the consent of the person insured by the owner's certificate.

5 Neither the insurer nor the person insured by the owner's certificate shall be deemed to have waived any term or condition of this Part by any act relating to the appraisal or to the delivery and completion of proofs of loss pursuant to any provision of this Act, or to the investigation or adjustment of a claim.

6 The insurer shall be permitted at all reasonable times to inspect the vehicle designated in the owner's certificate and its equipment.

7 Where under any contract of insurance the person insured by the owner's certificate is entitled to indemnity against any claim for which indemnity is provided under this Part, the indemnity payable under this Part shall be limited to the amount by which such claim, after being reduced under the provisions of section 62, exceeds the amount payable under such contract of insurance and does not exceed the limits of liability of the insurer under this Part.

8(1) The insurer shall pay the insurance money for which it is liable under this Part within sixty days after the money proof of loss has been received by it.

(2) The person insured by the owner's certificate may not bring an action to recover the amount of a claim under the certificate unless the requirements of statutory condition 4 are complied with nor until the amount of the loss has been ascertained by a judgment against the insured after trial of the issue, or by agreement between the parties with the written consent of the insurer.

(3) Every action or proceeding against the insurer under this Part in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

9 Notice of claim may be given and proofs of claim may be made by the agent of the insured named in the owner's certificate in case of absence or inability of such insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for, or in the like case, or if such insured refuses to do so, by a person to whom any part of the insurance money is payable.

1952, c.23, s.40; 1953, c.18, s.13; R.S.S. 1953,
c.371, s.42.

Operator further insured

43 An operator's certificate shall further insure the person named therein against the liability imposed by law upon him for loss or damage arising from the personal driving by him, within Canada, the continental United States of America or Alaska, or upon a vessel plying between ports thereof, of a motor vehicle of which he is not the owner and which is not designated in an unexpired owner's certificate but which he is driving with the owner's consent and which he believes on reasonable grounds is designated in an unexpired owner's certificate, to the same extent as if the motor vehicle were designated in an unexpired owner's certificate, and the provisions of this Part apply *mutatis mutandis* as if the person named in the operator's certificate were named in an unexpired owner's certificate in which such motor vehicle is designated.

1953, c.18, s.14; R.S.S. 1953, c.371, s.43.

PART V
Jurisdiction of Court

Interpretation "court"

44 In this Part "court" means a district court or a judge thereof.

1952, c.23, s.41; R.S.S. 1953, c.371, s.44.

Actions to be brought in district court

45 Notwithstanding anything contained in *The Queen's Bench Act* and *The District Courts Act*, all actions to recover benefits and all actions to recover insurance money against the insurer shall, irrespective of the amount involved, be brought, tried and determined in a district court.

1952, c.23, s.42; R.S.S. 1953, c.371, s.45.

No award of costs

46 No costs shall be allowed by the court in any proceedings under section 45.

1952, c.23, s.43; R.S.S. 1953, c.371, s.46.

Consolidation of actions for benefits or insurance money

47(1) Where several actions are brought for the recovery of benefits or insurance money payable under this Act in respect of a single accident, the court may consolidate or otherwise deal therewith in order that there shall be but one action for and in respect of all the claims made in such actions.

(2) In all actions where several persons are entitled to benefits or insurance money payable under the provisions of this Act, the court may apportion among the persons entitled thereto any sum directed to be paid, and may give all necessary direction and relief.

1952, c.23, s.44; R.S.S. 1953, c.371, s.47.

Relief from forfeiture

48 Where there has been imperfect compliance with the statutory conditions as to the proof of claim or proof of loss to be given by an insured or other claimant or as to any other matter or thing required to be done or omitted by an insured or other claimant with respect to a loss, and a consequent forfeiture or avoidance of the benefits or insurance money, in whole or in part, and the court deems it inequitable that the benefits or insurance money should be forfeited or avoided on that ground, the court may relieve against the forfeiture or avoidance on such terms as it may deem just.

1952, c.23, s.45; R.S.S. 1953, c.371, s.48.

PART VI**Miscellaneous****Change in capacity to operate vehicle**

49 A person named in a certificate shall forthwith notify the insurer of the occurrence of any affliction or injury likely to affect his capacity to operate a motor vehicle.

1953, c.18, s. 15; R.S.S. 1953, c.371, s.49.

Reports of accidents by persons affected

50(1) Every person in charge of a motor vehicle who is directly or indirectly involved in an accident, in which damage to property including such or any other vehicle apparently exceeds \$100 or personal injury results to any person, and every person sustaining personal injury in the accident shall report the accident forthwith to the nearest or most accessible police officer and furnish the police officer with a written statement concerning the accident and the police officer shall transmit the written statement or a copy thereof to the head office or the insurer in such form as the insurer may prescribe.

(2) Where such person is physically incapable of making the report and statement and there is another person who is involved in the same accident, such other person shall make the report and statement.

(3) The insurer may require any other person deemed to have knowledge of an accident or persons involved, the injury or damage sustained, or the purpose for which any vehicle involved was being used, to furnish such information as the insurer may desire.

1952, c.28, s.46; R.S.S. 1953, c.371, s.50.

Duty of police officer

51 A police officer receiving a report of an accident shall secure from the person making the report or by other inquiries where necessary, full particulars of the accident including the persons involved and the extent of the personal injury or property damage resulting therefrom and the purpose for which any vehicle involved was being used and for that purpose he may require the parties to furnish any such additional information as he may require, and he shall make such supplementary reports of the accident as the insurer may deem necessary to complete its records and to establish as far as possible the cause of the accident, the persons responsible therefor and the extent of the personal injury and property damage, if any, resulting therefrom.

1952, c.23, s.47; R.S.S. 1953, c.371, s.51.

Additional reports

52 The insurer may require any person involved in an accident, or having knowledge of an accident, to furnish such additional information in any way that it deems proper and make such supplementary reports of the accident as the insurer may deem necessary to complete its records and to establish as far as possible the cause of the accident, the persons responsible and the extent of the personal injury and property damage, if any, resulting therefrom.

1952, c.23, s.48; R.S.S. 1953, c.371, s.52.

Certain reports not available to public

53 Reports made to the insurer pursuant to the provisions of sections 50, 51 and 52 shall be the property of the Crown and shall not be made public.

1952, c.23, s.49; R.S.S. 1953, c.371, s.53.

Duty of public service vehicle officer

54 Every owner of a public service vehicle shall forthwith report to the insurer in full detail any accident causing the death of, or injury to, any person, or damage to any property, including that of the owner, arising from or in connection with the operation of such vehicle.

1952, c.23, s.50; R.S.S. 1953, c.371, s.54.

Duty of physician

55 Every physician and every surgeon attending or consulted upon any case of injury to a person involved in a motor vehicle accident shall furnish a report in respect of the injury forthwith and from time to time to the insurer in such form as the insurer may prescribe.

1952, c.23, s.51; R.S.S. 1953, c.371, s.55.

Duty of employer

56 Every employer shall at the request of the insurer furnish forthwith a sworn statement of the earnings of any person by or in respect of whom benefits are claimed in such form as the insurer may prescribe.

1952, c.23, s.52; R.S.S. 1953, c.371, s.56.

Offence

57(1) A person who fails to do any act or thing or to perform any duty under sections 50 to 56, is guilty of an offence and liable on summary conviction to a fine not exceeding \$50.

(2) When such person is charged with an offence, the onus of proving that any report or statement was furnished, in accordance with the appropriate provisions of sections 50 to 56 shall be upon him.

1952, c.23, s.53; R.S.S. 1953, c.371, s.57.

Notices, how given

58 Any notice to be given by the insurer to an insured for any of the purposes of this Act, when the mode of giving the same is not otherwise expressly provided, may be given by mailing it by prepaid post addressed to the insured at the post office address given in his original application for insurance or otherwise notified in writing to the insurer.

1952, c.23, s.54; R.S.S. 1953, c.371, s.58.

Effect of delivery of receipt for premium

59 Where a receipt for the premium under this Act has been delivered it shall be as binding on the insurer as if the certificate had been delivered although in fact it has not been delivered, and where a licence plate has been issued pending the issue of a certificate of registration such licence plate shall be deemed a receipt for the premium for the purpose of this section; provided that such receipt or such licence plate shall have no effect under this section from and after the granting of a certificate or from the notification of a refusal of the application for a certificate.

1952, c.23, s.55; R.S.S. 1953, c.371, s.59.

Waiver to be in writing

60 No term or condition of this Act shall be deemed to be waived by the insurer in whole or in part unless the waiver is stated in writing and signed by an officer of the insurer.

1952, c.23, s.56; R.S.S. 1953, c.371, s.60.

Misrepresentation, fraud, violation of Act, etc., renders claim invalid

61(1) Subject to subsection (2), where an applicant for insurance has falsely described the vehicle in respect of which the application is made to the prejudice of the insurer or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein or where an insured violates any term or condition of this Act or commits any fraud or makes any wilfully false statement with respect to a claim under this Act, any claim by or in respect of such applicant or such insured shall be rendered invalid and his right and the right of every other person claiming through, on behalf of, or as a dependant of such applicant or such insured to benefits and insurance money shall be forfeited.

(2) Where an insured violates clause (c) of condition 1 of the statutory conditions set forth in section 30 and a claim is made for benefits in respect of the death of the insured or a claim is made by the insured for the benefit provided for in clause (c) of subsection (3) of section 20, the said clause of the said statutory condition shall not apply if all the other applicable terms and conditions of this Act have been complied with.

1952, c.23, s.57; 1953, c.18, s.16; R.S.S. 1953, c.371, s.61.

Liability of owners and operator for loss or damage reduced

62 Except for the purpose of section 68 wherever loss, damage, injury or death, arising out of or resulting from the use or operation of a vehicle designated in an unexpired owner's certificate, is suffered any person through any of the means mentioned in section (1) or (3), the liability of:

- (a) the owner of the vehicle, if, at the time when the event resulting in such loss, damage, injury or death occurs, the vehicle is being operated by a person who is qualified and authorized law to drive a motor vehicle; and
- (b) the operator of the vehicle, if, at the time when the event resulting in such loss, damage, injury or death occurs, he is qualified and authorized by law to drive a motor vehicle;

in respect of such loss, damage, injure or death to the person suffering the same, his dependants and to all others claiming through or on behalf or in respect of any such person and his dependants or any of them, shall be reduced, in direct suit or by way of contribution or otherwise:

- (c) by the total of all payments made by the insurer under the provisions of Parts II and III, in respect of such loss, damage, injury or death to such person, his dependants, and to all persons on behalf or in respect of any or all of them; or

where the person suffering such loss, damage, injury or death, his dependants, or anyone claiming through, on behalf or in respect of any of them, or all of them, have forfeited the right to claim any or all payments under Parts II and III, by reason of the provisions of section 61 or have failed to make claim under this Act with respect to such loss, damage, injury or death or are not entitled to any payment under Part III by reason of condition 11 of the statutory conditions set forth in section 34;

- (d) by the maximum amount which the insurer would have been authorized or required to pay to the person suffering such loss, damage, injury or death, his dependants and to all persons claiming through, on behalf or in respect of any and all of them but for the forfeiture or but for failure to make such claim or but for the operation of the said condition 11.

1952, c.23, s.58; 1953, c.18, s.17; R.S.S. 1953,
c.371, s.62

Subrogation

63(1) Where loss, damage, injury or death is caused by the fault of the operator of a motor vehicle who at the time of the accident:

- (a) was not qualified and authorized by law to drive a motor vehicle; or
- (b) was under the influence of intoxicating liquor or drufgs to such an extent as to be for the time being incapable of the proper control of the vehicle; or
- (c) was operating such vehicle when attached thereto was a trailer or semi-trailer which, being required to be registered with The Highway Traffic Board under *The Vehicles Act*, was not so registered;

such operator and the owner of the vehicle causing the loss, damage, injury or death or sustaining the loss or damage who at the material time is engaged in the business of selling, repairing, servicing, storing or parking automobiles or the servant or agent of any such person such person shall be liable to the same extent as if this Act had not been enacted and in assessing the damages no account shall be taken of the benefits or insurance money paid or payable under this Act in respect of such loss, damage, injury or death.

(2) Where loss, damage, injury or death is caused by the fault of any person not the owner of the vehicle causing the loss, damage, injury or death or sustaining the loss or damage who at the material time is engaged in the business of selling, repairing, servicing, storing or parking automobiles or the servant or agent of any such person such person shall be liable to the same extent as if this Act had not been enacted and in assessing the damages no account shall be taken of the benefits or insurance money paid or payable under this Act in respect of such loss, damage, injury or death.

(3) In every case to which subsection (1) or subsection (2) applies and in every case where loss, damage, injury or death is caused:

- (a) by the fault of the operator or owner or person in charge of a vehicle which at the time of the accident was not designated in an unexpired owner's certificate; or
- (b) by the fault of any person who at the material time did not own or operate any vehicle involved in the accident and who, by reason thereof, or by reason of the provisions of section 61, is precluded from recovering any sum under Part II or Part III from the insurer;

the insurer shall, upon making or assuming liability for any payment under the provisions of this Act, be deemed an assignee and to be subrogated to any and all rights of recovery of the person to or in respect of whom or for whose benefit sub payment is made or payable to the extent of such payment against any and all persons liable under any law for the loss, damage, injury or death in respect of which such payment is made or is payable and may:

- (c) bring a separate action in its own name to recover the amount of such payment but the person to whom or in respect of whom or for whose benefit such payment is made may bring an action in his own name for the amount by which the loss, damage or injury sustained by him exceeds the amount of such payment; or
- (d) join with the person to or in respect of whom or for whose benefit such payment is made to bring one action in the name of such person for recovery of the damages resulting from such loss, damage, injury or death, making such arrangements as to the apportionment of the costs of recovery as may be agreed upon;

and where the insurer is entitled to bring or join in any action against any person pursuant to this subsection, in assessing the damages, no account shall be taken for the benefit of such person of the benefits or insurance money paid or payable under this Act in respect of the loss, damage, injury or death caused by the fault of such person whether the right assigned to the insurer and to which it is subrogated arises under the provisions of *The Fatal Accidents Act* or otherwise.

(4) Upon being notified that the insurer has made or is making any claim or commencing any proceeding under subsection (3) no person shall negotiate settlement of any claim except at his own cost to the prejudice of the insurer, and any person receiving such notice who has received benefits or insurance money shall not interfere in any negotiations for settlement or in any legal proceedings but whenever requested by the insurer shall aid in securing information and evidence and the attendance of any witness, and shall co-operate with the insurer, except in a pecuniary way, in any action or proceeding or in the prosecution of an appeal.

1952, c.23, s.59; 1953, c.18, s.18; R.S.S. 1953, c.371, s.63.

Regulations

64 In addition to the powers conferred by *The Saskatchewan Government Insurance Act*, the Lieutenant Governor in Council may make regulations for the purpose of the better carrying out of the provisions of this Act according to its true intent and supplying any deficiency therein, and without prejudice to the generality of the foregoing the Lieutenant Governor in Council may make regulations:

- (a) providing for and prescribing the conditions governing the refund or rebate of the whole or part of any premium paid to the insurer under this Act;
- (b) defining any expression used in this Act and not herein defined;
- (c) classifying vehicles for the purposes of Part III and fixing a maximum value for vehicles in each such class and the insurer shall not be liable under Part III for any amount beyond such maximum value notwithstanding anything to the contrary therein contained.

1952, c.23, s.60; R.S.S. 1953, c.371, s.64.

Right of access to records, etc.

65 Notwithstanding anything to the contrary in any statute or law, the insurer shall have access to all documents, books, reports, records and other things and to all facilities of, belonging to or available to any department, board, commission or corporation of or carried on in behalf of the Government of Saskatchewan, as the insurer may in its discretion deem necessary or desirable for the better carrying out of this Act, the provisions of *The Saskatchewan Government Insurance Act* and the regulations.

1952, c.28, s.61; R.S.S. 1953, c.371, s.65.

Powers additional to existing powers

66(1) The Saskatchewan Government Insurance Office shall carry out the provisions of this Act and do all acts and things requisite and incidental thereto and, for greater certainty and without prejudice to the generality of the foregoing, the powers of The Saskatchewan Government Insurance Office shall extend to the following matters, namely:

- (a) the introduction, establishment, promotion, supervision and financing of an educational program relating to safety practices on the public highways:
- (b) the recommendation to The Highway Traffic Board of the suspension or cancellation of any operator's or chauffeur's licence or other permit to drive or the registration of any motor vehicle of any person.

(2) Any person authorized under the regulations to accept applications for insurance and premiums in payment thereof shall not be deemed to be an agent within the meaning of any statute which requires the licensing of insurance agents.

(3) Any person appointed to settle or adjust any claim for indemnity arising out of the provisions of this Act shall not be deemed to be an adjuster within the meaning of any statute which requires the licensing of insurance adjusters.

1952, c.23, s.62; R.S.S. 1953, c.371, s.66.

Insurance Act not to apply

67(1) The provisions of *The Saskatchewan Insurance Act* do not apply to insurance under this Act.

(2) Insurance provided under this Act shall not be deemed to be “other insurance” or “additional insurance” within the meaning of section 249 of *The Saskatchewan Insurance Act*, or any policy of insurance subject to the said section or containing any term to the same or like effect as subsection (1) or (2) of the said section.

1952, c.23, s.63; R.S.S. 1953, c.371, s.67.

Provisions of Act to prevail

68 Wherever there is any conflict or repugnancy between the provisions of this Act and any other Act of the Legislature the provisions of this Act shall prevail.

1952, c.23, s.64; R.S.S. 1953, c.371, s.68.

No action, etc., against persons administering Act

69 No action whatever, and no proceeding by way of injunction, mandamus, prohibition or other extraordinary remedy shall lie or be instituted against any person in respect of any *bona fide* act or omission in connection with the administration or carrying out of the provisions of this Act or the regulations.

1952, c.23, s.65; R.S.S. 1953, c.371, s.69.

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